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Collective Bargaining Agreements

7-14-1963

Great Atlantic and Pacific Tea Company, Altoona Unit and Amalgamated Meat Cutters and Butcher Workmen of North America, Amalgamated Food Employees Union, Local 590

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Great Atlantic and Pacific Tea Company, Altoona Unit and Amalgamated Meat Cutters and Butcher Workmen of North America, Amalgamated Food Employees Union, Local 590

Location

Cumberland, MD; LaVale, MD; PA

Effective Date

7-14-1963

Expiration Date

9-11-1965

Number of Workers

1250

Employer

Great Atlantic and Pacific Tea Company, Altoona Unit

Union

Amalgamated Food Employees Union

Union Local

590

NAICS

44

Sector

P

Item ID

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AGREEMENT

1963-1965

— *Between* —

**THE GREAT ATLANTIC &
PACIFIC TEA COMPANY**

ALTOONA UNIT

— *and* —

**THE AMALGAMATED FOOD
EMPLOYEES UNION,
LOCAL No. 590**

Affiliated with the

**Amalgamated Meat Cutters and Butcher
Workmen of North America**

Affiliated with the AFL-CIO



A g r e e m e n t

Agreement by and between The Great Atlantic & Pacific Tea Company, Inc., Altoona, Pennsylvania, hereinafter known as the "Employer" or "Company," and the Amalgamated Food Employees Union, Local No. 590, of the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the AFL-CIO, hereinafter known as the "Union" or "Local," wherein both parties agree in good faith to abide by the provisions herein set forth. Entered into this 14th day of July 1963.

ARTICLE I

Recognition Clause

(a) The Employer recognizes Local Union No. 590 as the sole bargaining agency of all meat department employees in its Cumberland & LaVale, Maryland stores, and all employees, except assistant store manager and store manager, in its stores in the State of Pennsylvania serviced by the Altoona, Pennsylvania Warehouse.

(b) It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the execution date of this agreement shall remain members in good standing, and those who are not members on the execution date of this agreement shall on or after the thirty-first day following the execution date of this agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its execution date shall on or after the thirty-first day following the begin-

ning of such employment become and remain members in good standing in the Union.

ARTICLE II

Management Clause

The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and the employees shall be respected, and the provisions of this agreement for the orderly settlement of all questions regarding such rights shall be observed.

ARTICLE III

Job Classifications

Meat Department

(a) **Department Head.** The Department Head is in charge of the Meat and Fish Departments in the store, and has the knowledge and ability to operate the department to the satisfaction of the management. Duties include supervision of the department personnel, ordering of merchandise, service to customers, and the operation of the department in accordance with the Employer's merchandising policy.

(b) **First Back Room Cutter.** A Meat Cutter in a 100% Self-Service Supermarket Meat Department who is capable of operating the Department, in the absence of the Meat Department Head, in a manner satisfactory to the management. The First Cutter shall be replaced if absent for more than two days.

(c) **Meat Cutter.** A Journeyman who spends fifty percent (50%) of his time cutting meat in the cutting room. In 100% Self-Service Meat Departments, Journeymen will be classified as

"Meat Cutters," and will receive Meat Cutters' rate.

(d) **Journeyman.** A skilled butcher workman who has either served a complete apprenticeship in his trade or has developed equivalent ability by practical experience, and is capable of cutting and preparing meat in forms acceptable to the retail trade and in a manner that will yield the maximum of profitable cuts from a carcass. He must also be proficient in waiting on customers and have the knowledge and ability to perform the general detailed tasks in a Meat and Fish Department.

(e) **Apprentice.** Each Meat Department may employ at least one (1) apprentice and in addition another apprentice may be employed for each three (3) additional journeymen employed in the Department. After serving for two (2) years of apprenticeship in training, an apprentice shall be classified as a Journeyman Meat Cutter and shall receive credit for all time served under each employer.

(f) **Female Wrappers, Weighers and Counter Clerks.** Individuals who take meat or fish cut or dressed by a journeyman, weigh it, insert price tag, place in trays or locker boards, and enclose all in a cellophane wrapper, which will be sealed by her. She shall place this meat or fish in the self-service case, and rotate same in the case. She shall use a slicing machine for luncheon meat, or a knife to cut liverwurst or any other luncheon meat which cannot be run through a slicer. She may do all other work in the Meat Department not normally performed by Journeyman Meat Cutters or Apprentices, including cleaning of cases, work tables or any other house cleaning chores required in the Meat Department.

(g) **Wrapping Machine Operators.** Female wrappers and weighers who operate at the feed end of semi-automatic meat wrapping machine.

(h) **Part Time Employee.** A part time employee is one who works eighteen (18) hours or less per week in five (5) days.

(i) **A Regular Part Time Employee** is one who works over eighteen (18) hours up to and including thirty-two (32) hours per week in five (5) days.

(j) A meat department head, meat cutter, journeyman, or apprentice shall be on duty in the Meat Department at all times the store is open for business except in those stores with less than three (3) meat cutters. In such cases, a meat department employee will be on duty at all times the store is open for business.

Grocery Department

(1) The Employer reserves the right to designate which store shall have the following:

(a) Head Cashier

(2) **Clerks, Cashiers, or Checkers.** All full time employees of the Grocery Department except those listed above.

(3) **Part Time Employee.** A part time employee is one who works eighteen (18) hours or less per week in five (5) days.

(4) **A Regular Part Time Employee** is one who works over eighteen (18) hours up to and including thirty-two (32) hours per week in five (5) days.

A part time employee who works eight (8) weeks or more in any fiscal quarter between

eighteen (18) and thirty-two (32) hours per week shall be classified as a regular part time employee.

All regular part time employees shall receive, on a pro rata basis, the same Company benefits as full time employees are presently receiving, except for life insurance, pensions and thrift plan. Where Company benefits are based on length of service, such service shall be based on original starting date.

Part time employees shall receive, on a pro rata basis, part time vacation, effective January 1, 1964.

Part time employees shall receive, on a pro rata basis, part time Holiday, effective September 8, 1963.

Regular part time employees reduced to part time shall retain their regular part time benefits EXCEPT those who work less than eighteen hours because of school work or outside jobs.

All part time and regular part time employees shall receive all available hours for a full work week in accordance with seniority and ability.

Part time employees shall accumulate seniority at the rate of two thousand (2000) hours equal one (1) year toward full time rate of pay when appointed to full time work.

ARTICLE IV

Hours Clause

The work week for full-time male and female employees shall be forty (40) hours per week, and shall be worked in five (5) days.

Work in excess of forty (40) hours in any one (1) week or eight (8) hours in any one (1) day to be on an over-time basis, at the rate of time and one half the regular straight time hourly rate of pay. All work to be performed within store, on the store premises or in parking areas, including public.

A part time or regular part time employee who works four consecutive full-time weeks shall be classified as a full time employee, except when filling a temporary vacancy due to vacation, sickness, or leave of absence. The employee and the steward or business representative shall be notified. A full time employee who works four consecutive weeks at less than full time shall be classified as a regular part time employee.

For night stocking employees, a work day shall be considered to be a shift, or work period unbroken except for lunch. Each night stocking employee shall receive an unbroken rest period of not less than twelve (12) hours between shifts. Any employee who is required to work during his twelve (12) hour rest period shall be paid for such work at one and one half times his regular straight time hourly rate of pay. Night stocking employees are to receive a thirty-minute non-paid lunch period.

The Union and the Company recognize the need for part-time employees and mutually agree to investigate improper scheduling that results in the use of two part-time employees with the same job classification rather than one full-time employee. This provision applies only to a condition where two part-time employees with the same job classification are working a split week of approximately the same hours and does not apply to the use of week-end part-time employees, or to those

part-time employees whose available hours are beyond the Company's control.

Female employees who work two (2) hours beyond eight (8) hour day shall be provided a twenty (20) minute paid lunch period.

Night stockers are to be full time employees. In the event a night stocker does not work five (5) nights in any week he shall be granted a minimum of twenty-four (24) hours to be considered as his day off. Normal night stocking schedule shall start between the hours of 10:00 p.m. and 12:00 midnight, except Sunday or holidays when the starting time shall be 12:00 midnight.

ARTICLE V

Wage Clause

The minimum scale of wages for employees covered by this agreement shall be as described below. Employees now receiving in excess of the wages herein agreed upon will not be reduced, except permanent transfers to lower paid jobs.

EFFECTIVE JULY 14, 1963

	Super Markets		Sp. Develop.		All Other Stores "A"		"B"	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
∞ Meat Dept. Head ...	\$140.60	3.515	\$136.10	3.403	\$126.80	3.17*	\$124.60	3.115**

* Includes \$2.75 per week adjustment effective October 1, 1963 for agreed upon Meat Markets only. Further adjustment, upon review, October 1, 1964.

** Includes \$.50 per week adjustment to be made October 1, 1963.

	Super Markets		All Other Stores "A"		"B"	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
First Back Room Cutter	\$129.60	3.24	.....	.....	.....	.....
Meat Cutter	\$124.60	3.115	\$121.60	3.04*	\$120.60	3.015
Journeyman	\$117.60	2.94	\$114.60	2.865*	\$113.60	2.84

Apprentices:

1st 6 months	\$93.60	2.34	\$91.12	2.278*	\$90.10	2.253
2nd 6 months	\$98.60	2.465	\$96.12	2.403*	\$95.10	2.378
3rd 6 months	\$104.60	2.615	\$102.12	2.553*	\$101.10	2.528
4th 6 months	\$111.60	2.79	\$109.12	2.728*	\$108.10	2.703
Thereafter	\$117.60	2.94	\$114.60	2.865*	\$113.60	2.84

Male Clerks or Checkers:

1st year	\$93.10	2.328	\$91.10	2.278*	\$90.10	2.253
2nd year	\$98.10	2.453	\$96.10	2.403*	\$95.10	2.378
3rd year	\$100.10	2.503	\$98.10	2.453*	\$97.10	2.428
Thereafter	\$105.10	2.628	\$103.10	2.578*	\$102.10	2.553

Female Clerks, Checkers, Counter Clerks, Wrappers and Weighers:

1st year	\$86.80	2.17	\$84.80	2.12*	\$83.80	2.095
2nd year	\$91.80	2.295	\$89.80	2.245*	\$88.80	2.22
3rd year	\$93.80	2.345	\$91.80	2.295*	\$90.80	2.27
Thereafter	\$98.80	2.47	\$96.80	2.42*	\$95.80	2.395

* Includes \$.025 adjustment to be made October 1, 1963 for agreed upon stores.

Head Cashier—Male	\$116.60	2.915	\$108.60	2.715	.....	.....
Head Cashier—Female	\$112.80	2.82	\$104.80	2.62	.....	.....

Super Markets

"A"

"B"

	Per Week	Per Hour	Per Week	Per Hour
Produce Department Head	\$135.60	3.39	\$126.80	3.17
Coffee-Dairy Head—Male	\$117.10	2.928	\$113.10	2.828
Coffee-Dairy Head—Female	\$113.30	2.833	\$105.30	2.633

Super Markets

All Other Stores

Per Hour

Per Hour

| Part Time Journeyman	\$2.795	\$2.645
10 | Part Time Male Clerks or Checkers	\$2.295	\$2.245
| (Hired prior to September 8, 1963)		
Part Time Female Clerks, Checkers, Wrappers and Weighers and Counter Clerks	\$2.195	\$2.095
Part Time Male Clerks or Checkers (Hired prior to September 8, 1963)		
1st 6 months	\$1.65	\$1.65
2nd 6 months	\$1.80	\$1.80
3rd 6 months	\$1.95	\$1.95
Thereafter	\$2.195	\$2.145

EFFECTIVE JULY 12, 1964

	Super Markets		Sp. Develop.		All Other Stores			
	Per Week	Per Hour	Per Week	Per Hour	"A"		"B"	
Meat Dept. Head	\$142.60	3.565	\$138.10	3.453	\$131.60	3.29*	\$126.60	3.165

*Includes adjustment effective October 1, 1964, for agreed upon Meat Markets only. To be reviewed this date.

	Super Markets		All Other Stores			
	Per Week	Per Hour	"A"		"B"	
First Back Room Cutter	\$131.60	3.29	.....	.....	.....	.....
Meat Cutter	\$126.60	3.165	\$124.60	3.115*	\$122.60	3.065
Journeyman	\$119.60	2.99	\$117.60	2.94*	\$115.60	2.89
Apprentices:						
1st 6 months	\$95.60	2.39	\$94.12	2.353*	\$92.10	2.303
2nd 6 months	\$100.60	2.515	\$99.12	2.478*	\$97.10	2.428
3rd 6 months	\$106.60	2.665	\$105.12	2.628*	\$103.10	2.578
4th 6 months	\$113.60	2.84	\$112.12	2.803*	\$110.10	2.753
Thereafter	\$119.60	2.99	\$117.60	2.94*	\$115.60	2.89

Male Clerks or Checkers:

1st year	\$95.10	2.378	\$94.10	2.353*	\$92.10	2.303
2nd year	\$100.10	2.503	\$99.10	2.478*	\$97.10	2.428
3rd year	\$102.10	2.553	\$101.10	2.528*	\$99.10	2.478
Thereafter	\$107.10	2.678	\$106.10	2.653*	\$104.10	2.603

Female Clerks, Checkers, Counter Clerks, Wrappers, and Weighers:

1st year	\$88.80	2.22	\$87.80	2.195*	\$85.80	2.145
2nd year	\$93.80	2.345	\$92.80	2.32*	\$90.80	2.27
3rd year	\$95.80	2.395	\$94.80	2.37*	\$92.80	2.32
Thereafter	\$100.80	2.52	\$99.80	2.495*	\$97.80	2.445

* Includes \$.025 adjustment to be made October 1, 1964 for agreed upon stores.

Head Cashier—Male	\$118.60	2.965	\$110.60	2.765	.....	.....
Head Cashier—Female	\$114.80	2.87	\$106.80	2.67	.....	.....

Super Markets

	"A"		"B"	
	Per Week	Per Hour	Per Week	Per Hour
Produce Department Head	\$137.60	3.44	\$128.80	3.22
Coffee-Dairy Head—Male	\$119.10	2.978	\$115.10	2.878
Coffee-Dairy Head—Female	\$115.30	2.883	\$107.30	2.683

	Super Markets Per Hour	All Other Stores Per Hour
Part Time Journeyman	\$2.845	\$2.695
Part Time Male Clerks or Checkers (Hired prior to September 8, 1963)	\$2.345	\$2.295
Part Time Female Clerks, Checkers, Wrappers and Weighers and Counter Clerks	\$2.245	\$2.145

EFFECTIVE JANUARY 10, 1965

	Super Markets		Sp. Develop.		All Other Stores "A"		"B"	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
Meat Dept. Head	\$144.60	3.615	\$140.10	3.503	\$133.60	3.34	\$128.60	3.215

	Super Markets		All Other Stores "A"		"B"	
	Per Week	Per Hour	Per Week	Per Hour	Per Week	Per Hour
First Back Room Cutter	\$133.60	3.34	.....	.....	.....	.....
Meat Cutter	\$128.60	3.215	\$126.60	3.165	\$124.60	3.115
Journeyman	\$121.60	3.04	\$119.60	2.99	\$117.60	2.94

Apprentices:

1st 6 months	\$97.60	2.44	\$96.12	2.403	\$94.10	2.353
2nd 6 months	\$102.60	2.565	\$101.12	2.528	\$101.10	2.478
3rd 6 months	\$108.60	2.715	\$107.12	2.678	\$105.10	2.628
4th 6 months	\$115.60	2.89	\$114.12	2.853	\$112.10	2.803
Thereafter	\$121.60	3.04	\$119.60	2.99	\$117.60	2.94

Male Clerks or Checkers:

1st year	\$97.10	2.428	\$96.10	2.403	\$94.10	2.353
2nd year	\$102.10	2.553	\$101.10	2.528	\$99.10	2.478
3rd year	\$104.10	2.603	\$103.10	2.578	\$101.10	2.528
Thereafter	\$109.10	2.728	\$108.10	2.703	\$106.10	2.653

Female Clerks, Checkers, Counter Clerks, Wrappers and Weighers:

1st year	\$90.80	2.27	\$89.80	2.245	\$87.80	2.195
2nd year	\$95.80	2.395	\$94.80	2.37	\$92.80	2.32
3rd year	\$97.80	2.445	\$96.80	2.42	\$94.80	2.37
Thereafter	\$102.80	2.57	\$101.80	2.545	\$99.80	2.495

Head Cashier—Male	\$120.60	3.015	\$112.60	2.815
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Head Cashier—Female	\$116.80	2.92	\$108.80	2.72
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Super Markets

"A"

"B"

	Per Week	Per Hour	Per Week	Per Hour
Produce Department Head	\$139.60	3.49	\$130.80	3.27
Coffee-Dairy Head—Male	\$121.10	3.028	\$117.10	2.928
Coffee-Dairy Head—Female	\$117.30	2.933	\$109.30	2.733

Super Markets

All Other Stores

Per Hour

Per Hour

Part Time Journeyman	\$2.895
Part Time Male Clerks or Checkers	\$2.395
(Hired prior to September 8, 1963)	

\$2.745
\$2.345

Part Time Female Clerks, Checkers, Wrappers and Weighers and Counter Clerks	\$2.295
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\$2.195

All Employees on the Company payroll as of July 14, 1963 are to receive an increase of 10c per hour.

All full time, regular part time and part time employees (hired before September 8, 1963) and on the Company's payroll as of July 12, 1964 are to receive an increase of 5c per hour.

All full time, regular part time and part time employees (hired before September 8, 1963) and on the Company's payroll as of January 10, 1965 are to receive an increase of 5c per hour.

Semi-automatic wrapping machine operators in meat markets will receive a twelve and one-half ($12\frac{1}{2}$) cents per hour premium while so operating. This rate applies to anyone operating the feed end of the semi-automatic wrapping machine, but shall not apply in meat departments that are operated by all male meat employees. For the purpose of this clause, a meat employee shall mean a meat department head, first cutter, meat cutter or apprentice.

Employees engaged in night stocking are to receive 15c per hour over their rate. All other employees who remain in the store after closing time, taking care of perishables, balancing registers, sweeping floors, cleaning checkouts, are **not** to receive premium pay.

In stores not having scheduled night stocking, 15c per hour night premium shall be paid to all employees who work in excess of fifteen (15) minutes beyond the regular store closing hour, except where the store closes before 6:00 P.M. No night premium will be paid anyone before 6:00 P.M.

Head Stockers in "A" Super Markets when

appointed shall be paid a premium of \$3.00 over their regular rate.

Regular part time employees shall receive the same hourly rates of pay as full time employees, based on their starting date.

The Employer shall, for the term of this agreement, deduct Union dues each month from the pay of employees who are members of the Union, and who individually and voluntarily certify in writing authorization for such deductions, as now practiced. The Employer shall promptly remit all sums deducted in this manner to the Union.

Employees' Thrift Plan

Effective July 15, 1962, eligible full time employees covered by this contract may become members of the "Employees' Thrift Plan" in accordance with the terms and conditions of the Plan as outlined in the prospectus attached hereto, and made a part hereof. The Union agrees that if the Plan is subsequently altered, modified or discontinued on a National Company basis in accordance with Article IV, as shown in the attached prospectus, or otherwise, such change will not be subject to the grievance and arbitration procedure as provided in Article VIII (a) and (b) herein, and will not be considered as a violation of this contract; however, Article VIII-c will continue to apply.

Employees' Group Life Insurance Plan

Eligible full time employees shall be covered by the Company National Group Life Insurance Program, the details of which are as outlined in the *booklet attached hereto, and made a part hereof. The Union agrees that if the Plan is subsequently altered, modified or

discontinued on a National Company basis, or otherwise, such change will not be subject to the grievance and arbitration procedure as provided in Article VIII (a) and (b) herein, and will not be considered as a violation of this contract; however, Article VIII-c will continue to apply. (*Identified as booklet recently sent to eligible employees titled "A&P Life Insurance Plan.")

Employees' Retirement Plan

Eligible full-time employees shall be covered by the Company National Retirement Plan, the details of which are as outlined in the *booklet attached hereto, and made a part hereof. The Union agrees that if the Plan is subsequently altered, modified or discontinued on a National Company basis, or otherwise, such change will not be subject to the grievance and arbitration procedure as provided in Article VIII (a) and (b) herein, and will not be considered as a violation of this contract; however, Article VIII-c will continue to apply. (*Identified as booklet recently sent to eligible employees title "A&P Employees' Retirement Plan.")

ARTICLE VI

Working Conditions

(a) All work performed on Sundays and the following legal holidays shall be compensated for at the rate of double time, i.e., straight time plus straight time: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

(b) In a week in which one of the holidays mentioned in (a) occurs, all full time employees will work a full work week and will receive eight (8) hours' straight time pay in addition to their pay for a full work week or forty (40)

hours. Overtime at time and one-half will be paid after forty (40) hours of actual work.

During weeks when a recognized holiday occurs, all full time employees shall work their full time within five (5) days. The holiday shall be recognized as the day off during that week.

(c) Employees covered under this agreement are entitled to Holiday pay for Veteran's Day as follows:

Where the store **closes** on November 11, this will be the Employee's day off.

Where the store is **open** for business on November 11, the Employee will work this day, if scheduled, at straight time rate, and have another day of the week as his day off. However, if a veteran desires Veteran's Day as his Holiday to participate in Veteran's Day activity, he shall be granted Veteran's Day as his day off.

In a week in which Veteran's Day occurs, all full time employees will work a full work week and will receive eight (8) hours straight time pay in addition to their pay for a full work week or forty (40) hours. Overtime at time and one-half will be paid after forty (40) hours of actual work.

Effective January 1, 1965, a personal holiday will be granted during the period from January 1st through April 30th. The selection of the day to be taken shall be at the discretion of the Company. Part-time employees' holiday to be pro-rated.

Any employee who works a part of a holiday week and then is absent due to a proven illness or any emergency beyond his control will also receive holiday pay.

If a holiday occurs during a full time em-

ployee's vacation, he or she shall be paid eight (8) hours at straight time hourly rate for the holiday. In the same circumstances, part time employees will receive pro-rated pay for the holiday.

(d) If any employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid overtime.

(e) When a part time employee is ordered to report for work on any day, he shall be guaranteed four (4) hours' work on that day.

In 'Super Markets,' part time employees shall be guaranteed a minimum of twelve (12) hours per week. In 'All Other Stores,' part time employees shall be guaranteed a minimum of eight (8) hours per week.

EXCEPTIONS — Except when school hours and store hours make this impossible for part time employees attending school. In each instance, the steward and/or business agent shall be notified.

(f) No split shifts will be permitted.

(g) Full time employees will receive one (1) week's vacation with pay after one (1) year of continuous full time service with the Company and two (2) weeks' vacation with pay after three (3) years of continuous full time service with the Company.

Each full time employee is to be entitled to three (3) weeks' vacation with pay after eight (8) years of continuous full time service with the Company.

Each full time employee is to be entitled to four (4) weeks' vacation with pay after eighteen (18) years of continuous full time service

with the Company, effective January 1, 1964.

The Employer in its discretion has the right, based on seniority and position of the employee, to specify the time of year at which each full time employee shall take a single paid vacation of the number of weeks entitled thru continuous service or separate paid vacations of one (1) week each during any particular calendar year.

Vacation schedules must be compiled, governed by seniority and position, and be available on or before March 15th of each year.

No employee shall be compelled to take his or her vacation before April 1st, unless such earlier vacation period is mutually agreed upon.

Vacation pay shall be computed on the basis of the employee's regular straight time weekly salary.

Leaves of absence of less than ninety (90) days in any calendar year shall not affect vacation. Any type of leave totaling more than ninety (90) days in a calendar year, shall have the following effect upon vacation earned in that year:

Leave of more than ninety (90), but not over 180 days, shall reduce vacation and vacation pay by one-fourth ($\frac{1}{4}$).

Leave of more than 180 days, but not over 270 days, shall reduce vacation and vacation pay one-half ($\frac{1}{2}$).

Leave of more than 270 days shall disqualify for vacation.

(h) All uniforms which the Employer requires the employees to wear shall be fur-

nished by the Employer without charge. Laundering of such garments shall be paid for by the Employer. The Employer will furnish necessary tools and pay for the sharpening of them. The Employer agrees to furnish suitable garments to those employees working in rooms where the temperatures are less than 55 degrees F. Temperatures in cutting rooms and wrapping rooms shall be no less than 55 degrees F. The Employer agrees to furnish all weather gear for carry out. All weather gear to include raincoats, rain hats, rubber footwear, gloves, and all other necessary clothing and equipment.

(i) Sixty (60) minutes will be allowed for lunch each day.

(j) Where the Employer has appointed an employee to assume the duties and responsibilities of one of the following jobs—

Meat Department Head
Produce Department Head
Head Cashier
Coffee-Dairy Head
Head Stocker
First Back Room Cutter

that employee when absent for vacation, or sickness for more than two (2) days shall be replaced, and the replacement shall be paid for the time over two (2) days at the minimum wage as shown in Article V.

Coffee-Dairy Department Head replacements shall be male employees only.

(k) Full-time employees will be granted two 15 minute rest periods each day—one before lunch and one after lunch. Part-time employees will be granted one 15 minute rest period for each four hours of work. Employees are to punch out and punch in.

(l) Full time employees reduced to part time will retain their hourly rate and accumulate part time service toward full time rate.

(m) Salesmen for outside vendors shall not be permitted to do work in the store that is normally done by store employees, except when opening a new or remodeled store.

(n) Except in case of emergency, no full time employee will be scheduled to work more than two (2) nights per week after 6:15 p.m. on the nights when the store is open for business.

(o) The Employer agrees that all new full time employees who have had previous full time grocery or meat experience, certified in writing by their previous employer or employers, will be given credit irrespective of whom they have worked for, and their starting rates of pay shall be based in accordance with the full time experience they have had according to the schedule for full time male or female employees. Any previous experience five (5) years prior to the date of their application is not to be recognized.

(p) Full time employees serving on local juries shall, upon presentation of proof of pay, be reimbursed for the difference between their regular straight time pay and jury pay. Employees not scheduled for jury duty on any day must report for work. Employees serving on jury duty shall be scheduled off on Saturday except for holiday weeks.

(q) In the event of temporary transfers, the Company will reimburse the employee on the basis of \$.07 a mile where public conveyance is not available.

(r) Full time employees permanently laid off or discharged will receive a week's notice or a

week's pay in lieu of notice, except those employees discharged for reasons of dishonesty, intoxication, or gross insubordination.

(s) If during the life of this agreement the Company makes a new classification, the Union has the right to negotiate for wages for such new classification.

(t) A full time employee may, upon written application to the Unit Personnel Department, be granted a leave of absence without pay, not to exceed ninety (90) days. Such leaves will not be permitted for the purpose of trying out for another job.

Full time female employees may, upon written application to the Unit Personnel Department, be granted one maternity leave of absence, without pay, not to exceed nine (9) months. Female employees will not work beyond the fifth month of pregnancy subject to approved medical recommendation.

(u) Because of the signing of this agreement, employees now receiving wages in excess of those shown in Article V will not be reduced except when permanently transferred to lowered paid jobs.

(v) Employees shall be required to report to the store management one full working day in advance of their returning to work from a short term illness. An employee returning from an illness of one week or more shall notify store management prior to closing on the Friday preceding the week in which they desire to return to work.

(w) It is agreed that a work schedule will be posted in each store for all employees no later than Saturday, 12:01 p.m. for the following work week. Schedules will be prepared in du-

plicate, and the duplicate copy will be given to the store Steward. The Steward will check the schedule with the Store Manager, and initial it, before posting. The Manager will post, in-so-far as possible, all hours to be worked in a given week. All grievances arising from schedule irregularities must originate at this time to be valid.

If a forty (40) hour schedule is available after the beginning of the work week because of sickness or absence, hours can be added up to forty (40) hours foregoing the premium for the nights worked over two. (Employee to be paid for actual hours worked.)

There shall be a minimum of three (3) hours between shifts in scheduling part time employees. Steward will be notified of all hours added to work schedule.

(x) The Company agrees to pay full time employees for necessary absence on account of death in the immediate family up to and including three (3) days' pay at straight time. The term "immediate family" shall mean parent, child, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, or any relative living with the employee. Regular part time, two (2) days if scheduled, day of funeral plus one other day. Part time, one (1) day if scheduled, day of funeral.

(y) The Employer agrees to pay the premium for full time and regular part time employees covered by this agreement and their dependents (as presently defined under these Plans) to the Hospitalization Service Association of Pittsburgh, Pa., for the Blue Cross Hospitalization, 120 day plan, and the medical-surgical benefits of the Blue Shield Plan "B" in Pennsylvania, known as the Company Plan "C".

This coverage to continue for a period of three (3) months from date of "lay-off."

(z) Established Company policies not covered herein, shall be continued for the life of this agreement.

(aa) If an employee is required to work overtime, beyond his regular eight (8) hour day, for a period of three (3) hours or more, he shall receive a twenty (20) minute paid lunch period at the inception of this overtime period.

(ab) If an employee covered by this agreement is temporarily working on a job not so covered during a holiday week, he shall receive his holiday pay at the rate for his temporary job.

(ac) Where machines such as meat grinders, saws, cubing machines, etc., are equipped with guards for the protection of the Employees, such guards must be used.

(ad) In the event of enactment of Municipal, State, or Federal regulation reducing hours of work below those provided in this agreement, or increasing wages, and provided said regulations apply to the Employees covered by this agreement, the Employer agrees to comply with same. Provided, further, that should the constitutionality of such ordinance or act be tested in the courts, there shall be no reduction in hours or increase in wages, pending final determination of such court action.

(ae) Upon request of the member or the Company, a member of the Union may accept a permanent promotion outside of the bargaining unit and shall upon written application to the Union be granted a leave of absence not to exceed six months, during which period he may return to the bargaining unit in his for-

mer classification without loss of seniority.

(af) The Union agrees to furnish to the Employer at least one (1) Union Store Card for each of the Employer's stores covered by this agreement, to be displayed on the premises as the Company may elect. Such card shall remain the property of, and be surrendered, to the Union upon request.

(ag) The Union recognizes the ever-changing methods in the trend of food merchandising and agrees to cooperate in the installation of such methods and in the education of its members in the necessity for such changes. The Company agrees to notify Union in advance of any such contemplated changes.

(ah) The Employer and the Union agree that a proven violation of established time clock rules, including working before punching in or after punching out, may subject such employee to disciplinary action up to and including discharge.

(ai) All fresh and frozen meats, poultry, fish, rabbits, sausage and smoked meats customarily and normally handled and prepared on or off the store premises and offered for sale in the store, shall continue to be serviced by members of the bargaining unit in those stores having meat departments.

(aj) Employees joining the Reserve or National Guard of the United States will be given time off without pay and without penalty as to day off or vacation.

(ak) Any employee who enters into a business competing directly with the Company, will be subject to discharge.

(al) Referral Clause

The Hiring Practice shall be as follows:

(a) When the Employer requires any workers, either for regular employment or for part-time work, he shall apply to the office of the Union. The Union agrees to send any available workers of proven qualification who shall identify themselves by presenting Union identification cards and who shall be directed to report to the Employer's place of business.

(b) In the event that any worker so referred is not suitable to the Employer, the Employer has the right to refuse him employment.

(c) In the event that the Union cannot supply workers applied for in time to satisfy the Employer's requirements, the Employer may secure new employees from any source; upon hiring such new employees, the Employer agrees to immediately notify the Union; and upon further condition that such new workers shall be subject to the other provisions of this section.

(d) Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis and shall not be based on or affected by the Union membership, policies or requirements. Nothing herein contained shall deny the Union the right to select any applicants for referral on the basis of experience in the industry, qualification and skill or Employer reference.

(am) Non-discrimination Clause:

The Company and Union agree that in hiring employees they will not discriminate against any applicant for employment based upon race, creed, color or national origin.

ARTICLE VII

Seniority Clause

Job Security and Seniority

Seniority shall prevail for all employees covered by this agreement, subject to the following provisions:

(a) Promotions and retraining for new jobs shall be based on fitness and ability with seniority a factor only when all other things are equal. Senior employees shall have the right to demonstrate their fitness and ability. 70/2

Permanent promotions of full-time employees to a higher paid classification or to the same job classification or to a job classification in new stores, shall be on an area basis according to their full time starting date. The areas are as previously agreed upon by the Company and Union. Part time to full time promotions shall be on an area basis. Seniority shall be the controlling factor providing the employee shows reasonable fitness and ability to perform the duties of the full time job. If a part time employee does not work four (4) consecutive weeks or is layed off due to a store closing, the employee shall have the right to exercise his seniority over the youngest part time employee in the area, or be considered for any future opening in the area according to seniority.

Employees refusing transfers designed to train them for promotions in line with their seniority shall waive consideration for such promotion by this refusal.

(b) The Company and the Union mutually agree that it is their intent and purpose to maintain the status of the present full-time

employees, and to effectuate this policy the following shall be done:

In the event it becomes necessary to change the status of a full-time employee, either by lay-off or reduction to part-time status, the Company Supervisor and Union Business Representative shall immediately explore the possibilities for maintaining the full-time status of the employee by relocation where full-time work is available elsewhere within the seniority area.

If, after exploration at the above level, the matter is not resolved, it shall then be referred to a committee consisting of the Secretary-Treasurer of the Union, Unit Personnel Manager, the responsible Business Representatives and the Company Supervisors who shall explore the possibilities for maintaining the individual's full-time status by relocation in the master seniority area and then to the unit wide area of those stores covered under this agreement.

The above procedure should also be followed for the following: The Union and the Company recognize the need for part-time employees and mutually agree to investigate improper scheduling that results in the use of two part-time employees with the same job classification rather than one full-time employee. This provision applies only to a condition where two part-time employees with the same job classification are working a split week of approximately the same hours and does not apply to the use of week-end part-time employees, or to those part-time employees whose available hours are beyond the Company's control.

Any full time employee, when reduced in classification or laid off, shall be placed in a company pool and, according to seniority,

given an opportunity for any opening to the employee's former classification; first within his area then any other area covered by this agreement.

Employees transferred from one area to another at their own request shall work for a period of six months in the new area before regaining full seniority rights, but will retain seniority for six months in the employee's prior area. Where such transfer is not requested by the employee, he will gain full seniority rights in the new area immediately. 7/2

The Company agrees to review revised geographic areas and provide master areas for the purpose of reductions or lay-offs. Areas to be reviewed each six months. In case of lay-off, provide as third step the right to bump the youngest under contract coverage.

(c) (1) Full time employees shall have seniority over part time employees in all cases. For all other purposes, store seniority shall prevail.

(2) Part time school employees shall have seniority on a store basis within their own group.

(3) Part time employees holding other regular jobs shall have store seniority only among other part time employees holding regular jobs and shall be the first to be laid off or reduced in hours in any case.

(d) An employee continuously laid off for twelve months shall be automatically terminated at the end of that period. If an employee is called back to work after a lay off and does not report within one week, seniority shall be broken. Employees laid off and subsequently recalled from layoff within twelve months

shall retain their former seniority date and accrue seniority regardless of any change in their place of employment. All employees absent on account of ill health shall retain their seniority for a reasonable length of time.

(e) The Union and the employees shall be notified at least one week in advance of all promotions, demotions, reductions, permanent lay-offs and permanent transfers.

(f) Nothing in the seniority clause shall be construed to take away from a returned serviceman any rights or benefits to which his service with the Company and in the Armed Forces entitles him.

(g) It is understood that Stewards of the Union shall, at all times, be full time employees and shall be the last to be laid off or reduced in classification in any case. Transfers of Stewards shall be effected by mutual agreement. The Union shall furnish the employee with a complete list of Stewards, which list shall be supplemented from time to time as may be necessary. In no event shall the Steward be empowered to call a work stoppage.

(h) Any member of the Union elected to public office shall be granted such leave of absence to correspond with his elected term of office without pay. Upon proper notice any member of the Union elected to public office not requiring his full time service shall be granted the necessary time off, without pay, to perform the duties of this office.

(i) Any member of the Union being elected to a permanent office in the Union, or as a delegate to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence, without pay, and shall, at the end of the term in the first instance or

at the end of his mission in the second instance, be guaranteed re-employment in accordance with his seniority at his former wage rate plus any increase or less any reduction that may become effective during his absence.

ARTICLE VIII

Grievance and Arbitration Clause

(a) In the event of any differences or complaints over the interpretation or application of the terms of this agreement, they may become the subject of conference as follows:

(1) Between the store steward and the store manager.

(2) In the event of failure to adjust the complaint, the Union District Business Agent shall discuss it with the Field Supervisor.

(3) If this discussion fails to bring about a satisfactory settlement, the complaint shall be referred to the Financial Secretary of the Union, who will discuss such with the Personnel Manager.

(4) If this discussion fails to bring about a satisfactory settlement, the complaint shall be referred to the President of the Union, who will discuss such with the Operating Superintendent.

(5) In the event that this meeting fails to settle satisfactorily the complaint, either of the parties hereto may request arbitration.

(6) At any step in this grievance procedure, the Executive Board of the Local Union shall have the final authority in respect to any aggrieved employee covered by this agreement, to decline to process further a grievance, complaint, difficulty or dispute if, in the judgment

of the Executive Board, such grievance or dispute lacks merit or justification under the terms of this agreement, or has been adjusted or rectified under the terms of this agreement to the satisfaction of the Union Executive Board.

(b) Notice of intent to arbitrate must be given in writing to the other party, and the difference or complaint shall be stipulated in the letter of notification. The Arbitration Board shall consist of three (3) persons, one selected by the Employer and one selected by the Union within ten (10) days from the date of the notification to arbitrate.

The two (2) persons so selected shall agree upon a third person who shall act as Chairman of the Arbitration Board. If agreement between the two cannot be reached as to the third person within ten (10) days after appointment, the Federal Mediation and Conciliation Service shall be asked to appoint the third person. A majority decision of the Arbitration Board shall be rendered without undue delay and shall be final and binding on both parties. The expenses, if any, of the third party shall be shared equally by the parties hereto.

(c) There shall be no strike, lockout or stoppage of work of any kind pending the handling of any such differences or complaints in accordance with the arbitration procedure. The Union agrees that it will not refuse to cross a picket line until such has been duly sanctioned by the International President of the Amalgamated Meat Cutters and Butcher Workmen of North America in Chicago, Illinois, and until the Employer has been officially notified by the Union.

ARTICLE IX

Termination Clause

(a) This Agreement shall remain in effect from July 14, 1963 to midnight of September 11, 1965.

(b) Either party desiring to terminate this Agreement or to negotiate changes in the Agreement shall give notice to the other party in writing at least 60 days prior to the expiration date hereof. If such notice is not given, as above, the agreement shall be automatically renewed without changes for a period of one year. In the event either party serves such notice of a desire to negotiate changes in the Agreement, it is mutually agreed that the employer and the Union without undue delay shall begin negotiations on the proposed changes and that pending the results of negotiations, neither party shall change the conditions existing under the contract.

(c) This Agreement cancels and supercedes all previous agreements between the parties hereto.

THE GREAT ATLANTIC &
PACIFIC TEA COMPANY, Inc.

By: HOWARD JAEHNIG

By: F. F. SEEMILLER

AMALGAMATED FOOD EMPLOYEES
UNION, LOCAL No. 590, AMALGAMATED
MEAT CUTTERS AND BUTCHER WORK-
MEN OF NORTH AMERICA, AFFILIATED
WITH THE AFL-CIO.

By: JOSEPH H. SABEL

By: JOHN F. HORMELL

Dear Member:

The following are provisions of our agreement with the A&P Tea Company, Altoona Unit, which does not appear in the written contract:

1. The following shall be the time off, with pay, allowed for bonafide sickness:

Employees Length of Service With the Company	Time Off With Pay For Bonafide Sickness
3 mos. to 1 yr.	1 wk. and 2 half wks.
1 yr. to 2 yrs.	2 wks. and 3 half wks.
2 yrs. to 5 yrs.	3 wks. and 5 half wks.
5 yrs. to 10 yrs.	5 wks. and 7 half wks.
Over 10 yrs.	7 wks. and 9 half wks.

2. At the request of either party, bonafide unsafe conditions in the store will be discussed between the Personnel Department and the Business Representative.

This agreement shall be binding upon the Company herein, and its successors and assigns. It is the intent of the parties that this agreement shall remain in effect for the full term hereof, and shall bind these successors of the respective parties hereto.

Accepted by:

Amalgamated Food Employees Union, Local 590 AFL-CIO
Joseph H. Sabel, President

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